

Royal Sundaram Alliance Insurance Company Limited

Corp. Office: Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai - 600097. Regd office: 21, Patullos Road, Chennai - 600 002.

GROUP PERSONAL ACCIDENT POLICY

(APA002)

IMPORTANT

This is your **Group Personal Accident Policy Wording.** Please read it carefully and make sure You fully understand this document. If You have any questions about this insurance, please telephone or write to

This Policy is evidence of the contract between You and Royal Sundaram Alliance Insurance Company Limited.

The information given to us in the proposal form and declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any **Endorsement** shall be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.

Provided You pay the premium for all the customers in the category intended to be insured under this Policy and We receive and accept it, We will provide the insurance described in the Policy.

The terms, conditions and exclusions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

Insured shall mean.

Insured Person shall mean and include all.

(to add the details of insured person within the group).

Accident/Accidental

An accident is a sudden, unforeseen and involuntary event caused by external visible and violent means.

Company means the Royal Sundaram Alliance Insurance Company Limited.

Condition Precedent

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

Grace Period

Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of p re existing diseases. Coverage is not available for the period for which no premium is received.

Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

Injury

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

Notification of Claim

Notification of Claim is the process of notifying a claim to the insurer by specifying the timelines as well as the address/telephone number to which it should be notified.

Pre-Existing Condition

Pre-Existing Condition means Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and / or received medical advice/treatment within 48 months to prior to the first policy issued by the insurer.

Renewal

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

BENEFITS

If at any time during the currency of this Policy, the Insured Person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means anywhere in the world, then the Company shall pay to the Insured Person or nominee(s)/legal heir(s) of the Insured Person as the case may be, the sum or sums hereinafter set forth, that is to say:

A. Death

If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Sum Insured stated in the Schedule hereto.

B. Permanent Total Disablement

- a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of.
 - Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or such loss of sight of one eye and such loss of one entire hand or one entire foot, the Sum Insured stated in the Schedule hereto
 - Use of two hands or two feet or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Sum Insured stated in the Schedule hereto.
- b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - The sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Sum Insured stated in the Schedule hereto.
 - Use of a hand or a foot without physical separation, fifty percent (50%) of the Sum Insured stated in the Schedule hereto.

Note: For the purpose of sub-clause

- (a) and sub-clause
- (b) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means separation at or above the ankle.
- c) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any gainful employment or occupation of any description, whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured stated in the Schedule hereto.

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d) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Sum Insured as indicated below shall be payable.

			Percentage of Sum Insured
i)	Loss of toes	all	20
	Great	both phalanges	5
	Great	one phalanx	2
	Other than Great, if more than one toe lost,	for each toe	1
ii)	Loss of hearing	both ears	75
iii)	Loss of hearing	one ear	30
iv)	Loss of four fingers and thumb of one hand		40
v)	Loss of four fingers		35
vi)	Loss of thumb	both phalanges	25
		one phalanx	10
vii)	Loss of index finger	three phalanges two phalanges one phalanx	10
viii)	Loss of middle finger	three phalanges two phalanges one phalanx	6
ix)	Loss of ring finger	three phalanges two phalange one phalanx	5
x)	Loss of little finger	three phalanges two phalanges one phalanx	4
xi)	Loss of metacarpals	first or second (addl) third, fourth or fifth (addl)	3
xii)	Any other permanent partial disablement	percentage as assessed by the panel doctor of the Company.	

e) If such injury shall be the sole and direct cause of the temporary total disablement (TTD) then so long as the insured person shall be totally disabled from engaging in any employment or occupation of any description whatsoever a sum at the rate of one percentage (1%) of the Capital Sum Insured stated in the Schedule hereto per week but in any case not exceeding Rs.3000/- per week in all, under all policies.

Provided that the compensation payable under the foregoing Sub-clause (e) shall not be payable for more than 104 weeks in respect of any injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

EXCEPTIONS:

PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

- Compensation under more than one of the foregoing sub-clauses in respect of the same incident.
- Any other payment after a claim under one of the foregoing sub clauses A, B(a) or (c) has been admitted and become payable.
- 3. Any payment in case of more than one claim under the Policy during any one period of insurance, by which the maximum liability of the Company in that period for death and disablement payable shall exceed the sum stated in the relevant section of the Schedule of the Policy.

However in the event of a death claim, the sum payable shall be the sum insured under the relevant section of the Schedule of the Policy after deducting the amount already paid for the earlier disablement, if any.

- Payment of compensation in respect of Death, Injury or Disablement of the Insured person.
 - a) from intentional self-injury, suicide or attempted suicide.
 - b) whilst under the influence of intoxicating liquor or drugs.
 - whilst engaging in Aviation, whilst mounting into, dismounting from or travelling in any aircraft other than as a

passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, `Standard type of Aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multiple engine.

- d) directly or indirectly caused by venereal diseases, AIDS or insanity.
- e) arising or resulting from the Insured persons committing any breach of law with criminal intent.
- f) as a result of, or which is contributed to by, the Insured person suffering from any pre-existing condition or pre existing physical or mental defect or infirmity.
 - Complications arising from the pre-existing physical or mental defect or infirmity will be considered as part of the pre-existing disease.
- 5. Payment of compensation in respect of Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military action or Usurped Power, Seizure, Capture, Arrests, Restraints and Detainments.
- Payment of Compensation in respect of Death, Injury or Disablement of the Insured person.
 - directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any uclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- Pregnancy Exclusion Clause: The Insurance under this Policy shall not extend to cover Death, Injury or Disablement resulting directly or indirectly from, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- 8. Persons whilst working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high tension supply, Jockeys, Circus personnel, Persons whilst engaged in racing on wheels or horseback, big game hunting, mountaineering, winter sports, skiing, ice hockey, ballooning, hang gliding, river rafting, polo and persons whilst engaged in occupation / activities of similar hazard..
- 9. Nuclear, Chemical, Biological Terrorism Exclusion Clause: The Insurance under this Policy shall not extend to cover Death, disablement or injury resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro- organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and

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chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

CONDITIONS

- Upon the happening of any event which may give rise to a claim under this Policy, written notice with all particulars must be given to the Company immediately, in any case, not later than 30 days after the occurrence of the event.
- 2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical practitioner or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may, from time to time require shall be furnished as early as possible. In the event of a claim in respect of loss of sight, the Insured Person shall undergo at his own expense such operation or treatment as the Company may reasonably deem desirable.

Provided that all sums hereunder shall be payable

a) In case of death or permanent total disablement (except for loss of sight of one eye or loss of one limb), only after deleting by an endorsement, the name of the Insured Person in respect of whom such amount shall become payable without any refund of premium.

All admissible claims under this policy shall be offered for settlement within 30 days from the receipt of last necessary document. Wherever settlement offer has been made and accepted by Insured Person/Nominee/Legal heir as the case may be, the company shall pay the offered claim amount within 7 days from the date of such acceptance, failing which the Company shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

Death Claim:

Submit the duly filled in claim form with the following documents:

- Ÿ Original Death Certificate.
- Ÿ Post Mortem Report.
- Ÿ Inquest report.
- Ÿ Accident report.
- Ÿ FIR/MLC copy.
- Ÿ Hospital records.
- Ÿ News Paper cuttings if any and any other relevant records.
- Ÿ Chemical Analysis Report if available.
- Ÿ English Translation of vernacular documents.
- \dot{Y} Succession Order/legal heir certificate/legal documents to establish identification of legal heir in the absence of nomination under the policy.
- Ÿ Any other document as may be required by the Company.

Disablement Claim:

Permanent Total (including Monthly Income Benefit) or Partial Disablement.

- Submit the duly filled in Claim form with the following documents:
- Ÿ Disability Certificate issued by attending physician.
- Ÿ Accident report.
- Ÿ FIR/MLC copy.
- Ÿ Hospital Records.
- Ÿ News Paper cuttings if any and any other relevant records.
- Ÿ English Translation of vernacular documents.
- Ÿ Latest IT return to show Proof of annual income.

Any other document as may be required by the Company.

The documents should be sent to:

Health Claims Department

M/s.Royal Sundaram Alliance Insurance Co.Ltd.,

Corporate office: Vishranthi Melaram Towers, No. 2/319

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

- 5. The Company shall not be liable to make any payment under this Policy in respect of any claim, if such claim in any manner be fraudulent or supported by any fraudulent statement or device, whether by the Insured Person or by any person acting on behalf of the Insured Person.
- 4. The Insured Person shall on tendering any premium for the renewal of this Policy, give notice in writing to the Company of any disease, physical defect or infirmity with which he/she has become affected since the payment of last preceding premium.
- This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof.

For persons above 60 years, the sum insured under the policy shall be restricted to a maximum of 10 lacs, unless otherwise stated in the schedule.

Policy must be renewed within the Grace Period of thirty days of expiry to maintain the continuity of Coverage. However no coverage shall be available during the period of such break. A policy that is sought to be renewed after the Grace Period of 30 days will be underwritten as a fresh policy at the discretion of Us.

At renewal, the coverages, terms & conditions and premium may change, in which case a three months notice shall be sent to the Proposer at his last known address as recorded in the policy. Any change in premium on account of change of age will not require any prior notice.

The product/plan may be withdrawn at any time, by giving a notice of 3 months to the Proposer at the address recorded/updated in the policy. When the policy is withdrawn, the product /plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

6. The Company may at any time cancel this policy in the event of fraud or misrepresentation by the Insured/Insured Person or non-cooperation by the Insured as the case may be by giving a notice in writing. Such notice shall be deemed sufficiently given if posted by Registered Post Acknowledgement Due addressed to the Insured/Insured Person at the address last registered in the Company's books and shall be deemed to have been received by the Insured/Insured Person at the time when the same would be delivered.

Or

The Policy may be cancelled at any time, by the Insured by giving 30 days notice in writing sent under Registered Post Acknowledgement Due. The Insured shall be entitled to the return of premium less premium at Company's short period rates* for the period the Policy has been in force. No refund will be made for such Insured Person for whom a claim has been paid or admitted.

*Short Period Rates:

less than 1 month	25% of annual rate
between 1 month and 3 months	50% of annual rate
between 3 months and 6 months	75% of annual rate
Above 6 months	full annual premium

- 7. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealings with or relating to this Policy but the receipt of the Insured Person or his legal personal representatives shall in all cases be effective discharges to the Company.
- 8. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted), such difference shall independently of all other questions be referred

to the decision of a sole Arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single Arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 Arbitrators comprising of two Arbitrators, one to be appointed by each of the parties to the dispute/difference and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law or pending reference to Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- All claims under this Policy shall be payable only in India and in Indian Rupees only. Any suit or legal proceedings against the Company under this Policy shall be filed and instituted only in a Court having jurisdiction in India.
- 10. Provided always that the due observance and fulfillment of the terms and conditions of this Policy along with endorsements shall so far as they relate to anything to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.
- 11. **Installment Payment of Premium** (Applicable for policies with installment payment).
 - i. The Insured is required to pay the premium on monthly basis for the number of Insured person opted for this cover.
 - ii. It is a condition precedent that premium applicable to the entire policy period shall be paid, by the Insured/Insured Person/Insured Person's legal heir(s) as the case may be, in the event of claim under this Policy.
 - iii. No refund of premium will be made for the months prior to the month in which the Insured Person exercises his/her option to withdraw from the Plan.

12. Inspection of Records

The Insured shall maintain a proper record of all the Customers who have opted for this cover and shall allow the Company to inspect such records at any reasonable time.

13. Grievance

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified or through Toll number during normal business hours or by Email. The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram Alliance Insurance Company Limited is located for the following grievance:

- a. Any partial or total repudiation of claims by the Company.
- Any dispute regard to premium paid or payable in terms of the policy.
- Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt.
- f. Any other grievance.

The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsmen, please visit our website www.royalsundaram.in.

MEDICAL EXPENSES EXTENSION

APPLICABLE ONLY IF ADDITIONAL PREMIUM HAS BEEN PAID AND COVERAGE CONFIRMED IN THE POLICY SCHEDULE

The Company shall reimburse to the Insured an amount upto but not exceeding forty percent (40%) of the compensation paid in settlement of a valid claim under this Policy or ten percent (10%) of the relevant sum insured whichever is less. Further it is a condition precendent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted and is approved by the Company.

DEFINITIONS OF WORDS AND EXPRESSIONS

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment

Reasonable and Customary Charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness/injury involved.

CONDITIONS

Claim Documentation

Medical Expenses Claim due to Accident Hospitalization

- 1. Discharge summary.
- 2. Original Hospital Bills.
- Advance and final receipts.
 (All receipts shall be numbered, signed and stamped)
- 4. Prescriptions for medicines.
- Diagnostic Test Reports, X Ray, Scan, ECG and others including doctor's advice demanding such tests.
- 6. Cash memos/bills for medicines purchased from outside.

PROVIDED ALWAYS THAT:

- This insurance shall not apply in so far as it applies to a female for expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided here after.
- The Company shall not be liable to make any payment under this Policy in respect of:
 - i) Disease, injury, death or disablement directly or indirectly due to War, Invasion, Act of Foreign Enemy, Hostilities or Warlike Operation (whether war be declared or not) or Civil Commotion or Rebellion Military, Naval or Air Service or Breach of Law, Hunting, Steeple chasing, Revolution, Insurrection, Mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft.
 - ii) Circumcision or strictures or vaccination of inoculation or change of life or beauty treatment of any description or dental or eye treatment or intentional self injury or insanity or dissipation or Nervous Breakdown (which expression shall cover also general debility "run down" conditions and general "overhaul") or venereal disease or intemperance or

the use of intoxicating drugs or liquors or any diseased, injury, death or disablement directly or indirectly due to any one or more of them.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at customer.services@royalsundaram.in or write us to Royal Sundaram Alliance Insurance Company Limited, Vishranthi Melaram Towers, No. 2/319 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.

Royal Sundaram Alliance Insurance Company Limited IRDA Registration No.102

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